

05-07-2001

4/26/01



101702687

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

05/04/2001 TDIAZI 00000098 76147132

01 FC:481 40.00 OP
02 FC:482 475.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20503

REEL: 002288 FRAME: 0190

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="76147132"/>	<input type="text" value="76128482"/>	<input type="text" value="76128483"/>	<input type="text" value="2325914"/>	<input type="text" value="2279099"/>	<input type="text" value="2236694"/>
<input type="text" value="76128484"/>	<input type="text" value="76128485"/>	<input type="text" value="76128486"/>	<input type="text" value="1938626"/>	<input type="text" value="2252140"/>	<input type="text" value="2200735"/>
<input type="text" value="76044059"/>	<input type="text" value="76047087"/>	<input type="text" value="76044076"/>	<input type="text" value="2239895"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Lester K. Essig

Name of Person Signing



Signature

April 25, 2001

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

76044075	75827749	75827737
75274214		

**COLLATERAL ASSIGNMENT OF TRADEMARKS,
PATENTS AND LICENSES**

This Collateral Assignment of Trademarks, Patents and Licenses (the "Agreement") is made as of the 25th day of April, 2001, between Jore Corporation, a Montana corporation, having its principal place of business at 45000 Highway 93 South, Ronan, Montana 59864 (*sometimes referred to hereinafter as "Assignor"*), and Wells Fargo Equipment Finance, Inc., for itself and as agent for First Security Bank, N. A. and for The CIT Group/Equipment Financing, Inc. [*Wells Fargo Equipment Finance, Inc is the successor by merger, to Charter Financial, Inc. Wells Fargo Equipment Finance Inc. is referred to hereinafter as "WFEFI" or as "Assignee."*] The address of Assignee, is 381 East Broadway, Salt Lake City, Utah 84111 The Assignee, for itself (and as agent for First Security Bank, N.A.) is sometimes hereinafter referred to as "Lessor."

Recitals

The Lessor and Jore Corporation have entered into a number of equipment lease agreements as follows:

1. Master Equipment Lease Agreement dated July 24, 2000, by and between First Security Bank, N.A., and Jore Corporation, including the following equipment Lease Schedules executed pursuant to the said Master Equipment Lease Agreement:
 - i) Lease Schedule No. 001-3004350, dated July 24, 2000, the total invoice purchase price of which is \$764,096.50;
 - ii) Lease Schedule No. 001-3004351, dated July 24, 2000, the total invoice purchase price of which is \$3,315,265.00; and
 - iii) Lease Schedule No. 001-3004352, dated April 5, 2001, the total invoice purchase price of which is \$ \$617,428.50.

2. Master Loan and Security Agreement No.3624 Dated September 30, 1998 between Charter Financial, Inc (Wentworth Division) as Secured Party (Held by WFEFI as successor to Charter Financial Inc.) and Jore Corporation as Debtor including the following equipment Loan Schedules executed pursuant to the said Master Loan and Security Agreement:
 - i) Loan Schedule No. 01 to the above Master Loan and Security Agreement, dated September 30, 1998 between Charter Financial, Inc (Wentworth Division) as Secured Party and Jore Corporation as Debtor. Original loan amount =\$2,050,265.70 (Held by WFEFI, herein the "Assignee," as successor to Charter Financial Inc.)

 - ii) Loan Schedule No.02 to the above Master Loan and Security Agreement, dated September 30, 1998 between Charter Financial, Inc (Wentworth Division) as Secured Party and Jore Corporation as Debtor. Original loan

amount =\$742,500.00 (Held by WFEFI, herein the "Assignee," as successor to Charter Financial Inc.)

- iii) Add-on Amendment to Loan Schedule No. 01, dated October 15, 1999 between Charter Financial, Inc (Wentworth Division) as Secured Party and Jore Corporation as Debtor. Added \$288,691.20 new loan to Loan Schedule No.01. (Held by WFEFI , herein the "Assignee," as successor to Charter Financial Inc.)
 - iv) Loan Schedule No.03 to the above Master Loan and Security Agreement, dated September 30, 1998 between Charter Financial, Inc (Wentworth Division) as Secured Party and Jore Corporation as Debtor. Original loan amount =\$990,000.00. (Assigned by Charter Financial Inc. to Textron Financial Corporation November 30, 1998. Subsequently assigned by Textron Financial Corporation to The CIT Group/Equipment Financing, Inc)
 - v) Loan Schedule No.04 to the above Master Loan and Security Agreement, dated December 4, 1998, between Charter Financial, Inc (Wentworth Division) as Secured Party and Jore Corporation as Debtor. Original loan amount = \$582,606. (Assigned by Charter Financial Inc. to The CIT Group/Equipment Financing, Inc, December 22, 1998.)
 - vi) Add-on Amendment to Loan Schedule No. 04, dated October 15, 1999 between Charter Financial, Inc (Wentworth Division) as Secured Party and Jore Corporation as Debtor. Added \$98,140.05 new loan to Loan Schedule No.04. (Assigned to The CIT Group/Equipment Financing, Inc, November 29, 1999.)
3. Equipment Schedule No. 11 dated August 26, 1999, between KeyCorp Leasing, a Division of Key Corporate Capital, Inc. as Lessor and Jore Corporation as Lessee to Master Lease Agreement dated as of July 8, 1998. Original Equipment Cost = \$896,360.00. Assigned by KeyCorp Leasing, a Division of Key Corporate Capital, Inc. as Lessor, to WFEFI (herein "Assignee") October 22, 1999 for \$907,819.33
4. Equipment Schedule No. 15 dated April 3, 2000, between KeyCorp Leasing, a Division of Key Corporate Capital, Inc. as Lessor and Jore Corporation as Lessee to Master Lease Agreement dated as of July 8, 1998. Original Equipment Cost = \$1,025,374.35. Assigned by KeyCorp Leasing a Division of Key Corporate Capital, Inc., as Lessor, to WFEFI (herein "Assignee") April 14, 2000 for \$1,050,299.00.

The documentation of the equipment lease agreements identified above, together with all other documentation executed and delivered to the Assignee by the Assignor, including but not limited to financing statements, security agreements, guaranties, invoices, certificates of acceptance and other related documentation, together with all other documents securing, governing or otherwise relating to the equipment lease agreements, are collectively referred to herein as the "Lease Documents." Assignor has violated certain of the terms and conditions of its obligations of indebtedness which may result in the happening of a condition of default with respect to the Loan

Documents. Without waiving or releasing its right to exercise any and all rights and remedies under the Loan Documents as a consequence of the happening of a condition of default, and without waiving its right to declare the happening of an event of default, Assignor has agreed to assign to Assignee certain trademark, service mark, trade name, patent and invention rights as described below.

Agreement

In consideration of the foregoing, the mutual benefits to be derived by the parties hereunder and the promises contained herein, Assignor and Assignee, for itself and as agent for First Security Bank, N.A. and for The CIT Group/Equipment Financing, Inc., hereby agree as follows:

1. To secure the complete and timely satisfaction of all of the obligations of Assignor under the Lease Documents (collectively, the "Obligations"), Assignor, individually and collectively, hereby grants, assigns and conveys to Assignee, for itself and as Agent for and on behalf of First Security Bank, N.A. and for The CIT Group/Equipment Financing, Inc., its entire right, title and interest in and to all trademarks, service marks, trade names, patents, patent rights, shop rights and invention rights in which Assignor has an interest, whether as owners, assignees, licensees or otherwise, or which are otherwise held in one or more of its trade names, and all related registrations and applications for the same, which are created by, arise under or exist under, the laws of the United States or any state, territory or political subdivision thereof, or under the laws of any foreign country, state, territory or political subdivision thereof, along with the goodwill of the business and all trade secrets and general intangibles associated with the foregoing, including, but not limited to, those listed in SCHEDULE A hereto, including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (collectively called the "Trademarks and Patents"), together with all permits, license agreements, sublicense agreements, franchises, marketing agreements, distribution agreements, and those licenses and agreements listed in SCHEDULE B hereto, and all proceeds from all of the foregoing, including without limitation all rights and causes of action corresponding thereto and all renewals and extensions of all of the foregoing (collectively called the "Licenses").

2. Assignor covenants and warrants that:

(a) The Trademarks and Patents are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) Each of the Trademarks and Patents is valid and enforceable and Assignor has notified Assignee in writing of all prior challenges, if any, to the validity and enforceability of any of the Trademarks and Patents of which Assignor is aware;

(c) Subject to the prior assignment made by Assignor to First Security Bank, N.A., Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademarks and Patents, free and clear of any liens, charges and encumbrances, including without limitation licenses, sublicenses, shop rights and covenants by Assignor not to sue third persons;

(d) Subject to the prior assignment made by Assignor to First Security Bank, N.A., Assignor has not made any assignments, transfers or conveyances of any kind, whether absolute or for security or collateral purposes, of any of the Trademarks and Patents, and there are no currently effective assignments, collateral assignments, security interests or similar filings with respect to any of the Trademarks and Patents, whether of record with the U.S. Patent and Trademark Office or any other federal, state or local governmental agency or authority or otherwise;

(e) The Trademarks and Patents do not infringe on rights of any third persons; and

(f) Assignor has the unqualified right to enter into this Agreement and perform its terms;

(g) The Licenses are subsisting and are valid and enforceable and have not been terminated or adjudged invalid or unenforceable, in whole or in part;

(h) Subject to the prior assignment made by Assignor to First Security Bank, N.A., Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Licenses, free and clear of any liens, charges and encumbrances, including without limitation, shop rights and covenants by Assignor not to sue third persons;

(i) Subject to the prior assignment made by Assignor to First Security Bank, N.A., Assignor has not made any assignments, transfers or conveyances of any kind, whether absolute or for security or collateral purposes, of any of the Licenses, and there are no currently effective assignments, collateral assignments, sublicenses, security interests or similar filings with respect to any of the Licenses; and

(j) Assignor has the unqualified right to enter into this Agreement and perform its terms.

3. Assignor agrees that, until all of the Obligations shall have been satisfied in full, Assignor will not enter into any agreement which is inconsistent with Assignor's obligations under this Agreement, without Assignee's prior written consent; provided, that Assignor shall have

the right to enter into license and sublicense agreements and other similar agreements in the ordinary course of Assignor's business consistent with Assignor's prior practices upon prior written consent from Assignee.

4. If, before the Obligations have been satisfied in full, Assignor becomes entitled to the benefit of any license, trademark, service mark, trade name, patent, patent right, shop right, invention right, or registration, application, trade secret or goodwill relating to the foregoing, in addition to the Trademarks and Patents and Licenses, or any reissue, division, continuation, renewal, extension, continuation-in-part, or improvement arising therefrom or from the Trademarks and Patents, or from the Licenses, the provisions of paragraph 1 shall automatically apply thereto and Assignor shall give to Assignee prompt notice thereof in writing.

5. Except as otherwise provided in this Agreement, during the term of this Agreement, Assignee, as Agent for itself and for First Security Bank, N.A. and for The CIT Group/Equipment Financing, Inc., hereby licenses back to Assignor the right to use the Trademarks and Patents and Licenses in the ordinary course of Assignor's business, with the quality and nature of goods and services offered by Assignor in connection therewith, and the use of the Trademarks and Patents and Licenses, meeting the same high standards Assignor has maintained in the past, subject to reasonable modification, inspection and enforcement by Assignee from time to time.

6. If any Event of Default (as defined in the Lease Documents) shall have occurred and be continuing, Assignee shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks and Patents and Licenses may be located and, without limiting the generality of the foregoing, Assignee may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, terminate the license described in Section 5 above, and sell at public or private sale or otherwise realize upon, in the State of Idaho or elsewhere, the whole or from time to time any part of the Trademarks and Patents, and/or any portion of the Licenses, or any interest which Assignor may have therein and, after deducting from the proceeds of sale or other disposition of the Trademarks and Patents and Licenses all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to Assignor. Notice of any sale or other disposition of any of the Trademarks and Patents and Licenses shall be given to Assignor at least ten (10) days before the time at which any intended public or private sale or other disposition of any of the Trademarks and Patents and Licenses is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Assignee may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks and Patents and Licenses sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

7. At such time as Assignor shall completely satisfy all of the Obligations, Assignee shall execute and deliver to Assignor all releases reasonably requested by Assignor that may be necessary or proper to re-vest in Assignor full title to the Trademarks and Patents and Licenses, subject to any disposition thereof which may have been made by Assignee pursuant hereto.

8. Assignor shall have the duty, through counsel acceptable to Assignee, to prosecute diligently any trademark or patent application of the Trademarks and Patents pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make application on Trademarks and Patents used but not yet registered by Assignor and to preserve and maintain all rights in trademark and patent applications and the Trademarks and Patents. Any expenses incurred in connection with such applications shall be borne by Assignor. Assignor shall not abandon any pending trademark, service mark, trade name or patent application, or any trademark, service mark, trade name, patent, patent right or shop right, without the consent of Assignee, which consent shall not be unreasonably withheld. Assignor shall have the duty, through counsel acceptable to Assignee, to preserve, maintain and protect diligently all Licenses until the Obligations shall have been paid in full, and Assignor shall not permit the termination or expiration of such Licenses without the consent of Assignee, which consent shall not be unreasonably withheld.

9. Upon the occurrence of an Event of Default (as defined in the Lease Documents), Assignee shall have the right but shall in no way be obligated to bring suit in its own name to enforce the Trademarks and Patents and Licenses, in which event Assignor shall at the request of Assignee do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement, and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this paragraph 8.

10. Assignor shall execute, deliver and file such additional documents and take such further actions as Assignee deems necessary or appropriate to perfect and maintain the perfection of and otherwise protect Assignee's security interests (and to properly register Assignee's interests) in the Trademarks and Patents and Licenses.

11. No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under any of the Lease Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. All of Assignee's rights and remedies with respect to the Trademarks and Patents and Licenses, whether established hereby or by the other Lease Documents, or by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently.

13. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. This Agreement is subject to modification only by a writing signed by all of the parties.

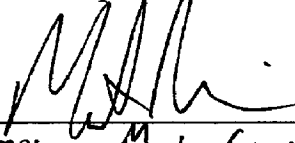
15. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided that Assignor may not assign its rights or delegate its duties under this Agreement without the prior written consent of Assignee.

16. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the law of the State of Idaho.

WITNESS the execution hereof as of the day and year first above written.


ASSIGNOR:

JORE CORPORATION
a Montana corporation

By: 
Name: Mark Grese
Title: CEO

ASSIGNEE:

WELLS FARGO EQUIPMENT FINANCE, INC.,
For itself and as Agent for First Security Bank, N.A. and for
The CIT Group/Equipment Financing, Inc.

By: 
Name: Mark J. Carpenter
Title: Idaho President

SCHEDULE A

(to Collateral Assignment of Trademarks, Patents and Licenses dated April ____ 2001, between Jore Corporation and Wells Fargo Equipment Finance, Inc., as Agent, for itself and in behalf of First Security Bank, N.A. and for The CIT Group/Equipment Financing, Inc.)

TRADEMARKS

<u>Application or Registration No.</u>	<u>Mark</u>	<u>Type of Mark</u>
2,325,914 (Registered/U.S.)	POWER-GUIDE	Trademark
2,279,099 (Registered/U.S.)	AUTOJAW	Trademark
2,236,694 (Registered/U.S.)	SPEED-SHANK	Trademark
2,252,140 (Registered/U.S.)	TORQUE DRIVER	Trademark
2,200,735 (Registered/U.S.)	HIGH TORQUE POWER DRIVER	Trademark
2,239,895 (Registered/U.S.)	BIT-LOK	Trademark
1,938,626 (Registered/U.S.)	QUAD-DRIVER	Trademark
76-147132 (Pending/U.S.)	FAST CHUCK	Trademark
76-128482 (Pending/U.S.)	FAST SHANK	Trademark
76-128483 (Pending/U.S.)	ADVANCED PROCESS CONTROL	Trademark
76-128484 (Pending/U.S.)	FAST CHANGE SYSTEM	Trademark
76-128485 (Pending/U.S.)	FAST IN-FAST OUT	Trademark
76-128486 (Pending/U.S.)	FAST CONNECT SYSTEM	Trademark
76-044059 (Pending/U.S.)	JORE	Trademark
76-047087 (Pending/U.S.)	GOLD POINT	Trademark
76-044076 (Pending/U.S.)	WHERE INNOVATION MEETS REALITY	Trademark
76-044075 (Pending/U.S.)	JORETECH	Trademark
75-827749 (Pending/U.S.)	MASTER CHUCK	Trademark
75-827737 (Pending/U.S.)	FAST CHUCK	Trademark
(Common Law Rights/U.S.)	FAST CHANGE DRILLING AND DRIVING SYSTEM	Trademark
(Common Law Rights/U.S.)	FAST CHANGE DRILL & DRIVE SYSTEM	Trademark
(Common Law Rights/U.S.)	DRILL AND DRIVE SYSTEMS	Trademark
(Common Law Rights/U.S.)	THE ORIGINAL AND COMPLETE FAST CHANGE SYSTEM	Trademark
(Common Law Rights/U.S.)	FAST CHANGE CONNECTOR	Trademark
(Common Law Rights/U.S.)	FAST CHANGE CONNECTORS	Trademark
(Common Law Rights/U.S.)	FAST CHANGE	Trademark
(Common Law Rights/U.S.)	SCREW GUIDE	Trademark
(Common Law Rights/U.S.)	SCREW GUIDES	Trademark
(Common Law Rights/U.S.)	COMPACT SCREW GUIDE	Trademark

(Common Law Rights/U.S.)	DRILL & DRIVER	Trademark
(Common Law Rights/U.S.)	DRILL & DRIVERS	Trademark
(Common Law Rights/U.S.)	DRILL AND DRIVE SET	Trademark
(Common Law Rights/U.S.)	DRILL & DRIVER SET	Trademark
(Common Law Rights/U.S.)	DRILLING & DRIVING ACCESSORIES	Trademark
(Common Law Rights/U.S.)	BIT-LOK SET	Trademark
(Common Law Rights/U.S.)	BIT-LOK SCREW GUIDE	Trademark
(Common Law Rights/U.S.)	HOME IMPROVEMENT SET	Trademark
(Common Law Rights/U.S.)	HIGH-TORQUE HANDLE	Trademark
(Common Law Rights/U.S.)	HIGH TORQUE RATCHETING HANDLE	Trademark
(Common Law Rights/U.S.)	FAST CHANGE ACCESSORIES	Trademark
(Common Law Rights/U.S.)	AUTO-LOAD	Trademark
(Common Law Rights/U.S.)	AUTO-LOAD CONNECTOR	Trademark
(Common Law Rights/U.S.)	AUTO-LOAD SET	Trademark
(Common Law Rights/U.S.)	ADVANCE PROCESS CONTROL	Trademark
(Common Law Rights/U.S.)	PROFESSIONAL DRILLING AND SCREWING ACCESSORIES	Trademark
(Common Law Rights/U.S.)	PROFESSIONAL CENTER FOR REPLACEMENT PARTS	Trademark
(Common Law Rights/U.S.)	PROFESSIONAL CORNER	Trademark
(Common Law Rights/U.S.)	QUALITY DRILL ACCESSORIES FOR THE HOME OR JOB SITE	Trademark
(Common Law Rights/U.S.)	QUALITY DRILL ACCESSORIES	Trademark
(Common Law Rights/U.S.)	CONTRACTOR CENTER	Trademark

PATENTS

<u>Application or Registration No.</u>	<u>Description by Title</u>
60/197,115 (Provisional/Pending/U.S.)	Drill Bit Case
09/548,846 (Utility/Pending/U.S.)	Two-Way Quick Connector
09/596,346 (Utility/Pending/U.S.)	Tool Holder Case
4,736,658 (Utility/Registered/U.S.)	Screw Holding and Driving Device
5,470,180 (Utility/Registered/U.S.)	Reversible Drill/Driver Tool
5,309,799 (Utility/Registered/U.S.)	Transparent-Sleeve Screw Holding and Driving Tool
5,779,404 (Utility/Registered/U.S.)	Reversible Drill/Driver Tool (Quick Connecting Device)
6,176,654 B1 (Utility/Registered/U.S.)	Reversible Drill/Driver Tool

5,682,800 (Utility/Registered/U.S.)
D 389,519 (Design/Registered/U.S.)
5,954,463 (Utility/Registered/U.S.)
637,485 (Registered/Europe)
69401865.1 (Registered/Germany)
637,485 (Registered/France)
637,485 (Registered/Great Britain)
HK1,007,703 (Registered/Hong Kong)
715,107 (Registered/Australia)
6-203083 (Registered/Japan)
2,129,371 (Pending/Canada)
7-132905 (Pending/Japan)
2,176,325 (Pending/Canada)
95302979 (Pending/Europe)
96303264 (Pending/Europe)
98102346.0 (Pending/Hong Kong)
98102345.1 (Pending/Hong Kong)
2311836 (Pending/Canada)
60/210,631
(Provisional/Pending/U.S.)
60/196,627
(Provisional/Pending/U.S.)
(Utility/To Be Filed/U.S. and Foreign)
(Utility/To Be Filed/U.S.)
(Provisional/To Be Filed/U.S.)

Clutch Driver
Carpenter's Pencil
Reversible Drill/Driver Tool
Transparent Sleeve Screw Holding and Driving Tool
Transparent Sleeve Screw Holding and Driving Tool
Transparent Sleeve Screw Holding and Driving Tool
Transparent Sleeve Screw Holding and Driving Tool
Screw Holding and Driving Tool
Reversible Drill/Driver Tool
Transparent Sleeve Screw Holding and Driving Tool
Transparent Sleeve Screw Holding and Driving Tool
Reversible Drill/Driver Tool
Reversible Drill/Driver Tool
Reversible Drill/Driver Tool
Reversible Drill/Driver Tool
Reversible Drill/Driver Tool
Reversible Drill/Driver Tool
Tool Holder Case
Workpiece Connector for a Power Tool
Centerline Circular Saw
Centerline Circular Saw
Auto Load Connector
Electromagnetic Drive

(Provisional/To Be Filed/U.S.)
(Provisional/To Be Filed/U.S.)
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(Provisional/To Be Filed/U.S.)
(Provisional/To Be Filed/U.S.)
(Provisional/To Be Filed/U.S.)
(Provisional/To Be Filed/U.S.)

Fastener Drive
Quick Change Saw Blade Connector
Compact Self-Feeding Merchandiser
Ratcheting Wrench
Quick Change Saw Arbor
Reciprocating Saw
Power Drill
Router
Sander

SCHEDULE B

(to Collateral Assignment of Trademarks, Patents and Licenses dated April ____ 2001, between Jore Corporation and Wells Fargo Equipment Finance, Inc., as Agent, for itself and in behalf of First Security Bank, N.A. and for The CIT Group/Equipment Financing, Inc.)

LICENSES

<u>Licensor/ Date of License Agreement</u>	<u>Title</u>	<u>Country</u>	<u>Application/Registration Number</u>
Norton Company / 12-27-99	SPEED-LOK (Trademark)	United States and Canada	75-274214/U.S.
Lynx Motion Technology / 3-20-00	SEMA Motor (Patent)	World	5,744,896/U.S.
Robert Schroder GmbH / 5-11-00	Ratcheting Screw Driver (Invention)	North America	No Patent
The Stanley Works / April 28, 1999	STANLEY and STANLEY MAKE SOMETHING GREAT (one STANLEY trademark in stylized form and two STANLEY MAKE SOMETHING GREAT trademarks in different stylized forms)	North America	Numerous U.S. registrations for the STANLEY stylized mark. No U.S. registrations for the STANLEY MAKE SOMETHING GREAT stylized marks.